

RECORDATION NO. 24048-17 FILED

SEP 30 '02

1:07 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

September 30, 2002

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination of Security Interest, dated as of September ³⁰~~26~~, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Mortgage which was previously filed with the Board under Recordation Number 24048.

The names and addresses of the parties to the enclosed document are:

Borrower:	Babcock & Brown Rail Funding LLC 599 Lexington Avenue New York, New York 10022
Secured Party:	Bayerische Hypo-Und Vereinsbank AG, as Agent FPA 4 Lease/Asset Finance Am Tucherpark 1 (FPA) 80538 Munich Germany

Mr. Vernon A. Williams
September 30, 2002
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A description of the railroad equipment covered by the enclosed document is:

Sixty-six (66) 50 foot, 100 ton plate F boxcars: AOK 14105 – AOK 14170, and

Four hundred and fifty (450) 50 foot, 100 ton plate F boxcars: IBT 18400 – IBT 18849.

A short summary of the document to appear in the index is:

Termination of Security Interest.

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 240487 FILED

SEP 30 '02

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TERMINATION OF SECURITY INTEREST

SURFACE TRANSPORTATION BOARD

THIS TERMINATION OF SECURITY INTEREST (this "**Termination**") is made this 30th day of September, 2002 between **BABCOCK & BROWN RAIL FUNDING LLC** (the "**Borrower**") and **BAYERISCHE HYPO- UND VEREINSBANK AG**, as agent for the banks under the Credit Agreement (the "**Agent**"). Capitalized terms used in this Termination and not otherwise defined herein shall have the meanings in the Credit Agreement (as defined below).

WHEREAS, the Borrower, the banks party thereto and the Agent are parties to that certain Credit Agreement (the "**Credit Agreement**") dated as of December 1, 2000;

WHEREAS, the Borrower and the Agent are parties to that certain Security Agreement dated as of December 1, 2000 (the "**Original Security Agreement**"), as supplemented by Security Agreement Supplement No. 1 dated December 19, 2000 ("**Security Agreement Supplement No. 1**"), Security Agreement Supplement No. 2 dated as of June 29, 2001 ("**Security Agreement Supplement No. 2**"), Security Agreement Supplement No. 3 dated as of March 28, 2002 ("**Security Agreement Supplement No. 3**"), Security Agreement Supplement No. 4 dated as of April 30, 2002 ("**Security Agreement Supplement No. 4**"), Security Agreement Supplement No. 5 dated as of June 28, 2002 ("**Security Agreement Supplement No. 5**") and Security Agreement Supplement No. 6 dated as of July 25, 2002 ("**Security Agreement Supplement No. 6**"); together with the Original Security Agreement, Security Agreement Supplement No. 1, Security Agreement Supplement No. 2, Security Agreement Supplement No. 3, Security Agreement Supplement No. 4 and Security Agreement Supplement No. 5, collectively, the "**Supplemented Security Agreement**";

WHEREAS, the lien and security interest created in favor of the Agent with respect to the Units and Qualifying Leases described in Security Agreement Supplement No. 1 were terminated and released pursuant to that certain Termination of Security Agreement dated May 29, 2001 ("**Termination No. 1**") between the Borrower and the Agent, which Termination No. 1 was duly filed for recordation with the Surface Transportation Board ("**STB**") pursuant to 49 U.S.C. Section 11301 on May 29, 2001 at 4:39 p.m. and given Recordation Number 23285-A;

WHEREAS, the lien and security interest created in favor of the Agent with respect to the Units and Qualifying Leases described in Security Agreement Supplement No. 2 were terminated and released pursuant to that certain Termination of Security Interest dated October 10, 2001 ("**Termination No. 2**") between the Borrower and the Agent, which Termination No. 2 was duly filed for recordation with the STB pursuant to 49 U.S.C. Section 11301 on October 10, 2001 at 1:28 p.m. and given Recordation Number 23541-A;

WHEREAS, the lien and security interest created in favor of the Agent with respect to the Units and Qualifying Leases described in Security Agreement Supplement No. 3 were terminated and released pursuant to that certain Termination of Security Interest dated May 9, 2002 ("**Termination No. 3**") between the Borrower and the Agent, which Termination No. 3 was duly filed for recordation with the STB pursuant to 49 U.S.C. Section 11301 on May 9, 2002 at 1:50 p.m. and given Recordation Number 22919-A;

[Termination of Security Interest]

WHEREAS, the lien and security interest created in favor of the Agent with respect to the Units and Qualifying Leases described in Security Agreement Supplement No. 4 were terminated and released pursuant to that certain Termination of Security Interest dated May 9, 2002 ("**Termination No. 4**") between the Borrower and the Agent, which Termination No. 4 was duly filed for recordation with the STB pursuant to 49 U.S.C. Section 11301 on May 9, 2002 at 1:55 p.m. and given Recordation Number 23961-A;

WHEREAS, the lien and security interest created in favor of the Agent with respect to the Units and Qualifying Leases described in Security Agreement Supplement No. 5 were terminated and released pursuant to that certain Termination of Security Interest dated September __, 2002 ("**Termination No. 5**") between the Borrower and the Agent, which Termination No. 5 was duly filed for recordation with the STB pursuant to 49 U.S.C. Section 11301 on September __, 2002 at __.m. and given Recordation Number _____;

WHEREAS, the Supplemented Security Agreement created a lien and security interest in favor of the Agent in and to the Units and the Qualifying Leases (each as defined in the Supplemented Security Agreement);

WHEREAS, the Borrower and the Agent are parties to that certain Memorandum of Mortgage dated as of July 25, 2002 (the "**Memorandum of Mortgage**");

WHEREAS, the Memorandum of Mortgage was duly filed for recordation with the STB pursuant to 49 U.S.C. Section 11301 on July 25, 2002 at 3:56 p.m. and given Recordation Number 24048; and

WHEREAS, the Borrower and the Agent now desire to terminate and cancel the Agent's security interest in and mortgage lien upon all right, title and interest of the Borrower in, to and under the property described in Schedule I to Security Agreement Supplement No. 6 and Exhibits A and B to the Memorandum of Mortgage, as specified in Exhibit I hereto, and to record such termination and cancellation with the STB.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Agent, intending to be legally bound, agree as follows:

1. The Borrower and the Agent hereby terminate and cancel the Agent's security interest in and mortgage lien upon all right, title and interest of the Borrower in, to and under the property described in Schedule I to Security Agreement Supplement No. 6 and Exhibits A and B to the Memorandum of Mortgage, as specified in Exhibit I hereto, effective as of the date this Termination is filed with the STB (the "**Effective Date**"), and the Borrower and the Agent hereby agree that no rights, duties or liabilities under the Supplemented Security Agreement in relation to the property described in Schedule I to Security Agreement Supplement No. 6 and Exhibits A and B to the Memorandum of Mortgage, as specified in Exhibit I hereto, shall survive such termination and cancellation of the Agent's security interest in and mortgage lien upon all right, title and interest of the Borrower in, to and under the property described in Schedule I to Security Agreement Supplement No. 6 and Exhibits A and B to the Memorandum of Mortgage, as specified in Exhibit I hereto, except with respect to acts, events, or omissions under the

[Termination of Security Interest]

Supplemented Security Agreement occurring on or prior to the Effective Date and indemnities with respect to such acts, events or omissions.

2. The Borrower and the Agent agree to record this Termination with the STB so as to release any security interest in and mortgage lien upon the property described in Schedule I to Security Agreement Supplement No. 6 and Exhibits A and B to the Memorandum of Mortgage, as specified in Exhibit I hereto, created by or arising out of the Supplemented Security Agreement.

3. This Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting only one and the same agreement.


4. This Termination shall be governed by and construed in accordance with the laws of the State of New York and is being delivered in the State of New York.

* * *

[Termination of Security Interest]

IN WITNESS WHEREOF, the Borrower and the Agent have each caused this Termination of Security Interest to be duly executed and delivered as of the date first above written.

**BABCOCK & BROWN RAIL FUNDING
LLC**

By: 
Name: Thomas McGraw
Title: Vice President

**BAYERISCHE HYPO- UND
VEREINSBANK AG**, not in its individual
capacity except as expressly provided herein, but
solely as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[Termination of Security Interest]

STATE OF _____)

) SS:

COUNTY OF _____)

On this 24th day of September, 2002, before me personally appeared Thomas McGraw, to me personally known, who, being by me duly sworn, says that he is Vice President of Babcock & Brown Rail Funding LLC and that the foregoing Termination of Security Interest was signed on behalf of said corporation. Further, he acknowledged that the execution of the foregoing Termination of Security Interest was the free act and deed of said corporation.

Jennifer Moreno
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

1/24/2006

Jennifer Moreno
Notary Public, State of New York
No. 0606036346
Qualified in Queens County
Commission Expires January 24, 2006

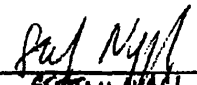
[Termination of Security Interest]

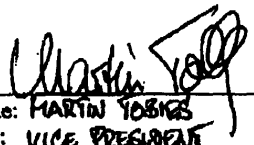
IN WITNESS WHEREOF, the Borrower and the Agent have each caused this Termination of Security Interest to be duly executed and delivered as of the date first above written.

**BABCOCK & BROWN RAIL FUNDING
LLC**

By: _____
Name:
Title:

**BAYERISCHE HYPO- UND
VEREINSBANK AG**, not in its individual
capacity except as expressly provided herein,
but solely as Agent

By:  _____
Name: **STEFAN WÖHL**
Title: **MANAGING DIRECTOR**

By:  _____
Name: **MARTIN JÖNS**
Title: **VICE PRESIDENT**

[Termination of Security Interest]

STATE OF NEW YORK)

) SS:

COUNTY OF NEW YORK)

Subscribed to me on this 25th day of September, 2002 by Stefan Niggli, Managing Director of Bayerische Hypo- und Vereinsbank AG and Martin Tobies, Vice President of Bayerische Hypo- und Vereinsbank AG.

Annette Bunzel
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

April 30, 2003

ANNETTE BUNZEL
Notary Public, State of New York
No. 24-4800660
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires April 30, 20 03

**Exhibit I to
Termination of Security Interest**

EQUIPMENT

Lease #	# Cars	Year Built	Description	Reporting Marks	Casualty Marks
1	66	2002	50' Plate F CUF Boxcars manufactured by Gunderson.	AOK 14105-14170, inclusive.	None.
2	450	2002	50' Plate F CUF Boxcars manufactured by Gunderson.	IBT 18400-18849, inclusive.	None.

LIST OF LEASES AND OTHER OPERATIVE AGREEMENTS

Lease # 1

Lease Agreement made as of March 1, 2002, by and between Greenbrier Leasing Corporation and BC Rail Partnership.

Schedule No. 01 to Lease Agreement made as of March 1, 2002, between Greenbrier Leasing Corporation and BC Rail Partnership.

Memorandum of Lease Agreement dated March 1, 2002, between Greenbrier Leasing Corporation and BC Rail Partnership.

Bill of Sale dated May 1, 2002, from Gunderson, Inc. to Greenbrier Leasing Corporation.

Certificate of Acceptance dated July 16, 2002, covering 66 Plate F Boxcars bearing reporting marks AOK14105-14126 inclusive, by BC Rail Partnership.

Certificate of Acceptance dated April 16, 2002, covering 11 Plate F Boxcars bearing reporting marks AOK14117, 14121, and 14160-14168 inclusive, by Greenbrier Leasing Corporation.

Certificate of Acceptance dated April 17, 2002, covering 10 Plate F Boxcars bearing reporting marks AOK14129-14133 inclusive, 14137, 14138, 14159, 14169 and 14170, by Greenbrier Leasing Corporation.

Certificate of Acceptance dated April 18, 2002, covering 2 Plate F Boxcars bearing reporting marks AOK14140 and 14141, by Greenbrier Leasing Corporation.

Certificate of Acceptance dated April 19, 2002, covering 2 Plate F Boxcars bearing reporting marks AOK14143 and 14144, by Greenbrier Leasing Corporation.

Certificate of Acceptance dated April 10, 2002, covering 4 Plate F Boxcars bearing reporting marks AOK14107, 14113, 14125 and 14128, by Greenbrier Leasing Corporation.

Certificate of Acceptance dated April 11, 2002, covering 10 Plate F Boxcars bearing reporting marks AOK14105, 14108, 14111, 14112, 14114, 14115, 14126, 14134, 14135 and 14142, by Greenbrier Leasing Corporation.

Certificate of Acceptance dated April 12, 2002, covering 8 Plate F Boxcars bearing reporting marks AOK14116, 14118-14120 inclusive, 14122 - 14124 inclusive and 14146, by Greenbrier Leasing Corporation.

Certificate of Acceptance dated April 15, 2002, covering 19 Plate F Boxcars bearing reporting marks AOK14106, 14109, 14110, 14127, 14136, 14139, 14145, and 14147 – 14158 inclusive, by Greenbrier Leasing Corporation.

[Termination of Security Interest]

Lease # 2

Master Railcar Lease dated as of July 25, 2002, between Babcock & Brown Rail Funding LLC and Bombardier Capital Rail Inc.

Schedule No. 01 to Master Railcar Lease dated 25, 2002, between Babcock & Brown Rail Funding LLC and Bombardier Capital Rail Inc.

Memorandum of Lease and Security Interest in Respect of Railcars dated as of July 25, 2002 made by Babcock & Brown Rail Funding LLC and Bombardier Capital Rail Inc.

Bill of Sale dated as of May 31, 2002 from Bombardier Capital Rail Inc.

Bill of Sale dated as of July 12, 2002 from Bombardier Capital Rail Inc.

Manufacturer Consent and Agreement dated May 31, 2002 by Gunderson, Inc.

Manufacturer Consent and Agreement dated July 12, 2002 by Gunderson, Inc.

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy of a Termination of Security Interest with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: September 30, 2002

Edward M. Luria

Edward M. Luria